

**STATE OF GEORGIA**

**COUNTY OF HALL**

**INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY RESURFACING  
ACCESS**

**THIS INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY  
RESURFACING ACCESS** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between Hall County, Georgia (hereinafter “Hall County”), whose address is 2875 Browns Bridge Road, Gainesville, Georgia 30504, and the Hall County Board of Education a/k/a Hall County Schools (hereinafter “Hall County BOE”), a public school system within the State of Georgia whose address is 711 Green Street, Gainesville, Georgia 30501, collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Hall County provides public services, including public works, utilities, and street maintenance, within Hall County, Georgia; and

**WHEREAS**, the Hall County BOE has fee simple possession of real property located at 2915 Atlanta Highway, Gainesville, Georgia 30507 on which an access road exists, a portion of which requires resurfacing or paving; and

**WHEREAS**, Hall County has the capability and the desire to resurface the portion of the access road in question but requires temporary access to the Hall County BOE’s real property in order to pave the access road at issue; and

**WHEREAS**, the Hall County BOE wishes to provide temporary access to the real property in question to Hall County and its employees and contractors under the terms expressed herein in order to allow Hall County to perform the access road resurfacing at issue; and

**WHEREAS**, the parties hereto have determined that the terms of this Agreement are in the best interests of the citizens of Hall County, Georgia, and promote the health, safety, and welfare of those citizens.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Hall County and the Hall County BOE hereby agree as follows:

**1. Hall County BOE's Access Obligations**

For and in consideration of the mutual promises and covenants set forth herein, and other valuable consideration, the Hall County BOE agrees to allow Hall County and its employees and contractors temporary access to certain of its real property located at 2915 Atlanta Highway, Gainesville, Georgia 30507 for the sole purpose of completing the road resurfacing/paving herein described under the terms expressed herein. The Hall County BOE will provide such access for sixty days beginning on the day that this Agreement is fully executed by both parties. The portion of the road as to which access will be granted by the Hall County BOE is the portion of the access road identified as "road project" in the aerial photograph attached hereto as Exhibit A, and immediately adjacent to the property marked as "HCSS Bus Shop."

**2. Obligations of Hall County**

For and in consideration of the mutual promises and covenants set forth herein, and other valuable consideration, Hall County agrees to resurface the portion of the access road at issue on the property of the Hall County BOE in question as identified in Exhibit A. Hall County specifically agrees to keep one lane of the access road at issue open at all times during the resurfacing process so as to allow access to the property through the access road. Hall County agrees to perform the resurfacing during the temporary access period granted herein, or any

extensions thereof. The portion of the road to be paved by Hall County is the portion of the access road identified as “road project” in the aerial photograph attached hereto as Exhibit A, and immediately adjacent to the property marked as “HCSS Bus Shop.”

### **3. Term**

The term of this Agreement shall be from the date that this Agreement is fully executed by both parties until sixty days thereafter, unless extended by the parties by written amendment.

### **4. Term Extension**

The parties may extend the term of the temporary access provided under this Agreement, but only by written amendment to this Agreement signed by the parties hereto.

### **5. No Joint Venture**

In performing the agreed upon services pursuant to this Agreement, Hall County shall act as an independent contractor, and this Agreement shall not be deemed to create a partnership or any form of joint venture between the parties.

### **6. Termination**

This Agreement will expire upon the end of the temporary access term described herein. Should the Hall County BOE desire to terminate the temporary access granted by this Agreement prior to the end of the stated temporary access term, it shall notify Hall County and provide the County with five business days to remove any resurfacing equipment being utilized on the property. If this Agreement is terminated by the Hall County BOE prior to the expiration of the temporary access term and prior to the completion of the contemplated resurfacing, neither party will have any right of action against the other for damages incurred due to any unfinished resurfacing work.

**7. Assignment**

This Agreement shall not be assigned or modified without the written consent of each party.

**8. Successors**

This Agreement shall be binding upon the parties hereto and their successors.

**9. Third Parties**

This Agreement shall create no rights or remedies for any third party or third parties against either party hereto, and it is intended that there are no third party beneficiaries to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement on the date(s) herein recorded.

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Richard Higgins, Chairman

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Abril Olivas, Deputy County Clerk

Approved as to form:

\_\_\_\_\_  
William J. Linkous III  
Deputy County Attorney

*[Signatures continued on following page.]*

**HALL COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Authorized Representative

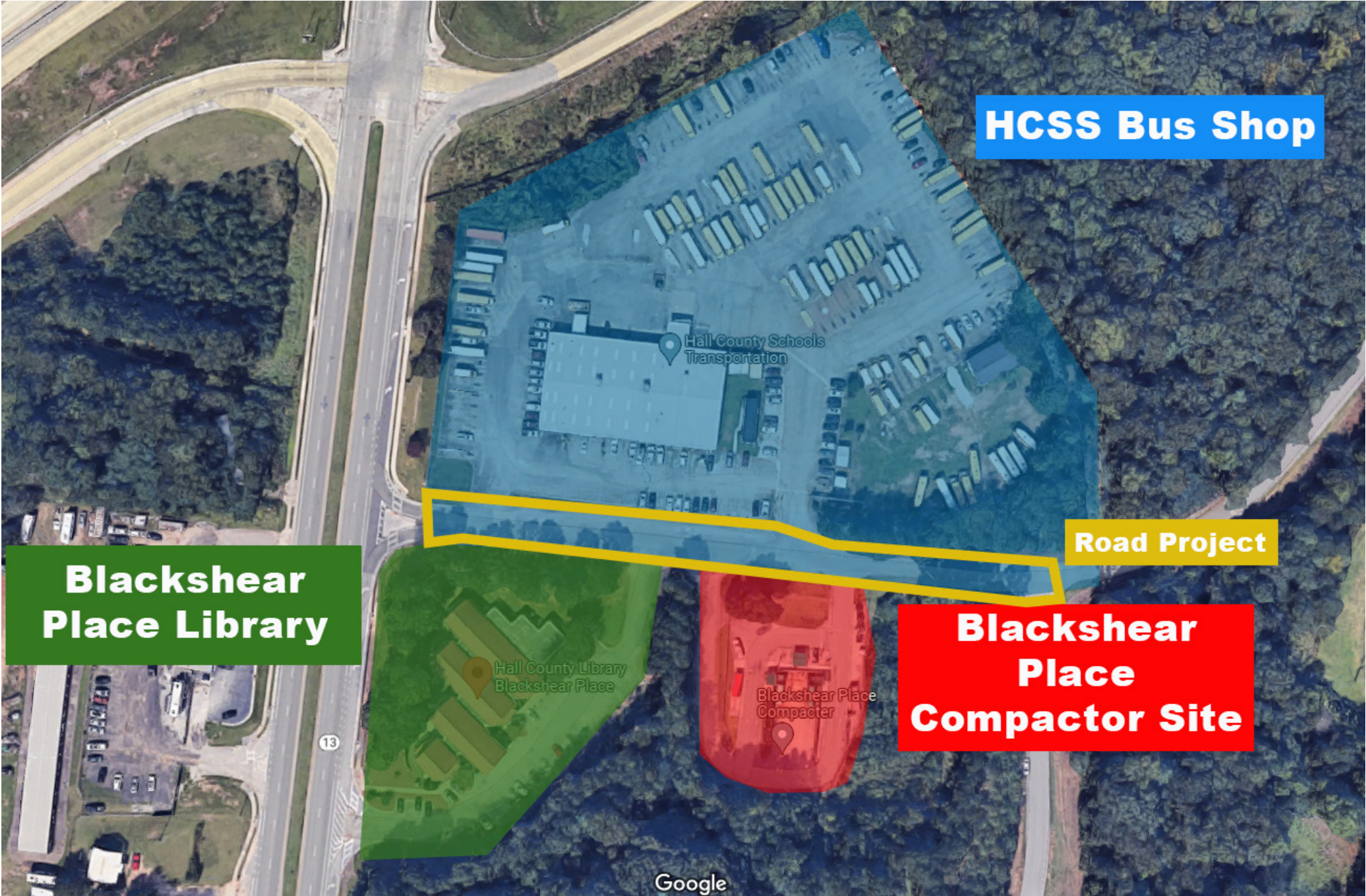
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Date

\_\_\_\_\_  
Printed

Attest:

\_\_\_\_\_

# Exhibit A



**HCSS Bus Shop**

**Road Project**

**Blackshear  
Place Library**

**Blackshear  
Place  
Compactor Site**